

Adopted	Rejected
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COMMITTEE REPORT

YES:	10
NO:	3

MR. SPEAKER:

*Your Committee on Labor and Employment, to which was referred House Bill 1030, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill **be amended** as follows:*

1 Page 1, between the enacting clause and line 1, begin a new
 2 paragraph and insert:
 3 "SECTION 1. IC 22-3-2-5 IS AMENDED TO READ AS
 4 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 5. (a) Every employer
 5 who is bound by the compensation provisions of IC 22-3-2 through
 6 IC 22-3-6, except the state, counties, townships, cities, towns, school
 7 cities, school towns, school townships, other municipal corporations,
 8 state institutions, state boards, state commissions, banks, trust
 9 companies, ~~and~~ building and loan associations, **and employers**
 10 **holding an owner's license issued under IC 4-33-6**, shall insure the
 11 payment of compensation to the employer's employees and their
 12 dependents in the manner provided in IC 22-3-3, or procure from the
 13 worker's compensation board a certificate authorizing the employer to
 14 carry such risk without insurance. While such insurance or such

certificate remains in force, the employer or those conducting the employer's business and the employer's worker's compensation insurance carrier shall be liable to any employee and the employee's dependents for personal injury or death by accident arising out of and in the course of employment only to the extent and in the manner specified in IC 22-3-2 through IC 22-3-6.

(b) The state may not purchase worker's compensation insurance. The state may establish a program of self-insurance to cover its liability under this article. The state may administer its program of self-insurance or may contract with any private agency, business firm, limited liability company, or corporation to administer any part of the program. The state department of insurance may, in the manner prescribed by IC 4-22-2, adopt the rules necessary to implement the state's program of self-insurance.

(c) An employer holding an owner's license issued under IC 4-33-6 shall procure a certificate authorizing the employer to carry the risk without insurance from the worker's compensation board. The employer holding a license issued under IC 4-33-6 is liable for payment of disability compensation under IC 22-3-2 through 22-3-6 only when the employee has completed and filed a

Adopted 2/2/1999 Adopted 2/2/1999 notice to receive disability compensation under IC 22-3-2 through 22-3-6 in the manner provided in IC 22-3-2-19.1. "

Page 2, line 6, delete "self-propelled excursion boat" and insert "riverboat as defined in IC 4-33-2-17".

Page 2, line 8, after ";" insert "or".

Page 2, line 9, delete "; or" and insert ".".

Page 2, delete line 10.

Page 2, between lines 13 and 14, begin a new paragraph and insert:

"(d) A disabled seaman or representative must file a notice on a form prescribed by the worker's compensation board to receive disability compensation:

(1) exclusively under the Jones Act; or

(2) under IC 22-3-2 through IC 22-3-6 and the Jones Act.

(e) A disabled seaman or representative must file the notice in prescribed form with the worker's compensation board by registered mail postmarked by the thirtieth day of the disability, or by personal delivery to any office of the worker's compensation

board on or before the thirtieth day of the disability. The disabled seaman or representative also must notify the employer in the manner provided by IC 22-3-3-1(a), unless the employer has actual notice of the injury. Compensation shall be paid in the manner provided by IC 22-3-3-7. However, compensation shall not be paid to the disabled seaman or the seaman's dependents for any days earlier than the date the notice is provided to the workers' compensation board."

Page 2, line 14, delete "(d)" and insert "(f)".

Page 2, line 14, delete "or medical benefits".

Page 2, line 17, after "compensation" delete ", ,".

Page 2, line 17, after "award" delete ", or as medical benefits otherwise" and insert ".".

Page 2, line 18, delete "payable under IC 22-3-2 through IC 22-3-6".

Page 2, between lines 21 and 22, begin a new paragraph and insert:

"SECTION 5. IC 22-3-3-1 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 1. (a) Unless the employer or his representative shall have actual knowledge of the occurrence of an injury or death at the time thereof or shall acquire such knowledge afterward, the injured employee or his dependents, as soon as practicable after the injury or death resulting therefrom, shall give written notice to the employer of such injury or death.

(b) Unless such notice is given or knowledge acquired within thirty (30) days from the date of the injury or death, no compensation shall be paid until and from the date such notice is given or knowledge obtained. **Seamen are subject to the notice requirements and payment restrictions contained in IC 22-3-2-19.1.** No lack of knowledge by the employer or his representative, and no want, failure, defect or inaccuracy of the notice shall bar compensation, unless the employer shall show that he is prejudiced by such lack of knowledge or by such want, failure, defect or inaccuracy of the notice, and then only to the extent of such prejudices."

Page 2, between lines 29 and 30, begin a new paragraph and insert:

"SECTION 6. IC 22-3-3-7 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 7. (a) Compensation shall be allowed on account of injuries producing only temporary total disability to work or temporary partial disability to work beginning

with the eighth (8th) day of such disability except for medical benefits provided in section 4 of the chapter. Compensation shall be allowed for the first seven (7) calendar days only if the disability continues for longer than twenty-one (21) days. **Compensation for seamen shall not be paid for any days earlier than the date of notification received by the worker's compensation board, as provided in IC 22-3-2-19.1.**

(b) The first weekly installment of compensation for temporary disability is due fourteen (14) days after the disability begins. Not later than fifteen (15) days from the date that the first installment of compensation is due, the employer or the employer's insurance carrier shall tender to the employee or to the employee's dependents, with all compensation due, a properly prepared compensation agreement in a form prescribed by the board. Whenever an employer or the employer's insurance carrier denies or is not able to determine liability to pay compensation or benefits, the employer or the employer's insurance carrier shall notify the worker's compensation board and the employee in writing on a form prescribed by the worker's compensation board not later than thirty (30) days after the employer's knowledge of the claimed injury. If a determination of liability cannot be made within thirty (30) days, the worker's compensation board may approve an additional thirty (30) days upon a written request of the employer or the employer's insurance carrier that sets forth the reasons that the determination could not be made within thirty (30) days and states the facts or circumstances that are necessary to determine liability within the additional thirty (30) days. More than thirty (30) days of additional time may be approved by the worker's compensation board upon the filing of a petition by the employer or the employer's insurance carrier that sets forth:

- (1) the extraordinary circumstances that have precluded a determination of liability within the initial sixty (60) days;
- (2) the status of the investigation on the date the petition is filed;
- (3) the facts or circumstances that are necessary to make a determination; and
- (4) a timetable for the completion of the remaining investigation.

An employer who fails to comply with this section is subject to a civil penalty of fifty dollars (\$50), to be assessed and collected by the board upon notice and hearing. Civil penalties collected under this section

1 shall be deposited in the state general fund.

2 (c) Once begun, temporary total disability benefits may not be
3 terminated by the employer unless:

4 (1) the employee has returned to any employment;

5 (2) the employee has died;

6 (3) the employee has refused to undergo a medical examination
7 under section 6 of this chapter or has refused to accept suitable
8 employment under section 11 of this chapter;

9 (4) the employee has received five hundred (500) weeks of
10 temporary total disability benefits or has been paid the maximum
11 compensation allowed under section 22 of this chapter; or

12 (5) the employee is unable or unavailable to work for reasons
13 unrelated to the compensable injury.

14 In all other cases the employer must notify the employee in writing of
15 the employer's intent to terminate the payment of temporary total
16 disability benefits and of the availability of employment, if any, on a
17 form approved by the board. If the employee disagrees with the
18 proposed termination, the employee must give written notice of
19 disagreement to the board and the employer within seven (7) days after
20 receipt of the notice of intent to terminate benefits. If the board and
21 employer do not receive a notice of disagreement under this section,
22 the employee's temporary total disability benefits shall be terminated.
23 Upon receipt of the notice of disagreement, the board shall immediately
24 contact the parties, which may be by telephone or other means, and
25 attempt to resolve the disagreement. If the board is unable to resolve
26 the disagreement within ten (10) days of receipt of the notice of
27 disagreement, the board shall immediately arrange for an evaluation of
28 the employee by an independent medical examiner. The independent
29 medical examiner shall be selected by mutual agreement of the parties
30 or, if the parties are unable to agree, appointed by the board under
31 IC 22-3-4-11. If the independent medical examiner determines that the
32 employee is no longer temporarily disabled or is still temporarily
33 disabled but can return to employment that the employer has made
34 available to the employee, or if the employee fails or refuses to appear
35 for examination by the independent medical examiner, temporary total
36 disability benefits may be terminated. If either party disagrees with the
37 opinion of the independent medical examiner, the party shall apply to
38 the board for a hearing under IC 22-3-4-5.

(d) An employer is not required to continue the payment of temporary total disability benefits for more than fourteen (14) days after the employer's proposed termination date unless the independent medical examiner determines that the employee is temporarily disabled and unable to return to any employment that the employer has made available to the employee.

(e) If it is determined that as a result of this section temporary total disability benefits were overpaid, the overpayment shall be deducted from any benefits due the employee under section 10 of this chapter and, if there are no benefits due the employee or the benefits due the employee do not equal the amount of the overpayment, the employee shall be responsible for paying any overpayment which cannot be deducted from benefits due the employee."

Page 7, line 17, delete "self-propelled excursion boat" and insert **"riverboat as defined in IC 4-33-2-17"**.

Page 7, line 19, after ";" insert **"or"**.

Page 7, line 20, delete "; or" and insert **"."**.

Page 7, delete line 22.

Page 7, between lines 24 and 25, begin a new paragraph and insert:

"(d) A disabled seaman or representative must file a notice on a form prescribed by the worker's compensation board to receive disability compensation:

(1) exclusively under the Jones Act; or

(2) under IC 22-3-7 and the Jones Act.

This notice shall be filed contemporaneously with any notice filed under IC 22-3-7-30.

(e) A disabled seaman or representative must file the notice in prescribed form with the worker's compensation board by registered mail postmarked by the thirtieth day of the disability, or by personal delivery to any office of the worker's compensation board on or before the thirtieth day of the disability. The disabled seaman or representative also must notify the employer in the manner provided by IC 22-3-7-32, unless the employer has actual notice of the injury. Compensation shall be paid in the manner provided by IC 22-3-7. However, compensation shall not be paid to the disabled seaman or the seaman's dependents for any days earlier than the date the notice is provided to the workers' compensation board."

1 Page 7, line 25, delete "(d)" and insert "(f)".

2 Page 7, line 25, delete "or medical benefits".

3 Page 7, line 28, after "compensation" delete ",".

4 Page 7, line 28, after "award" delete ", or as medical benefits
5 otherwise" and insert "."

6 Page 7, line 29 delete "payable under this chapter."

7 Page 7, after line 31, begin a new paragraph and insert:

8 "SECTION 10. IC 22-3-7-16 IS AMENDED TO READ AS
9 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 16. (a) **Subject to the**
10 **exception for seamen as provided in IC 22-3-7-9.1**, compensation
11 shall be allowed on account of disablement from occupational disease
12 resulting in only temporary total disability to work or temporary partial
13 disability to work beginning with the eighth day of such disability
14 except for the medical benefits provided for in section 17 of this
15 chapter. Compensation shall be allowed for the first seven (7) calendar
16 days only as provided in this section. The first weekly installment of
17 compensation for temporary disability is due fourteen (14) days after
18 the disability begins. Not later than fifteen (15) days from the date that
19 the first installment of compensation is due, the employer or the
20 employer's insurance carrier shall tender to the employee or to the
21 employee's dependents, with all compensation due, a properly prepared
22 compensation agreement in a form prescribed by the board. Whenever
23 an employer or the employer's insurance carrier denies or is not able to
24 determine liability to pay compensation or benefits, the employer or the
25 employer's insurance carrier shall notify the worker's compensation
26 board and the employee in writing on a form prescribed by the worker's
27 compensation board not later than thirty (30) days after the employer's
28 knowledge of the claimed disablement. If a determination of liability
29 cannot be made within thirty (30) days, the worker's compensation
30 board may approve an additional thirty (30) days upon a written request
31 of the employer or the employer's insurance carrier that sets forth the
32 reasons that the determination could not be made within thirty (30)
33 days and states the facts or circumstances that are necessary to
34 determine liability within the additional thirty (30) days. More than
35 thirty (30) days of additional time may be approved by the worker's
36 compensation board upon the filing of a petition by the employer or the
37 employer's insurance carrier that sets forth:

38 (1) the extraordinary circumstances that have precluded a

1 determination of liability within the initial sixty (60) days;

2 (2) the status of the investigation on the date the petition is filed;

3 (3) the facts or circumstances that are necessary to make a
4 determination; and

5 (4) a timetable for the completion of the remaining investigation.

6 An employer who fails to comply with this section is subject to a civil
7 penalty of fifty dollars (\$50), to be assessed and collected by the board
8 upon notice and hearing. Civil penalties collected under this section
9 shall be deposited in the state general fund.

10 (b) Once begun, temporary total disability benefits may not be
11 terminated by the employer unless:

12 (1) the employee has returned to work;

13 (2) the employee has died;

14 (3) the employee has refused to undergo a medical examination
15 under section 20 of this chapter;

16 (4) the employee has received five hundred (500) weeks of
17 temporary total disability benefits or has been paid the maximum
18 compensation allowable under section 19 of this chapter; or

19 (5) the employee is unable or unavailable to work for reasons
20 unrelated to the compensable disease.

21 In all other cases the employer must notify the employee in writing of
22 the employer's intent to terminate the payment of temporary total
23 disability benefits, and of the availability of employment, if any, on a
24 form approved by the board. If the employee disagrees with the
25 proposed termination, the employee must give written notice of
26 disagreement to the board and the employer within seven (7) days after
27 receipt of the notice of intent to terminate benefits. If the board and
28 employer do not receive a notice of disagreement under this section,
29 the employee's temporary total disability benefits shall be terminated.
30 Upon receipt of the notice of disagreement, the board shall immediately
31 contact the parties, which may be by telephone or other means and
32 attempt to resolve the disagreement. If the board is unable to resolve
33 the disagreement within ten (10) days of receipt of the notice of
34 disagreement, the board shall immediately arrange for an evaluation of
35 the employee by an independent medical examiner. The independent
36 medical examiner shall be selected by mutual agreement of the parties
37 or, if the parties are unable to agree, appointed by the board under
38 IC 22-3-4-11. If the independent medical examiner determines that the

1 employee is no longer temporarily disabled or is still temporarily
2 disabled but can return to employment that the employer has made
3 available to the employee, or if the employee fails or refuses to appear
4 for examination by the independent medical examiner, temporary total
5 disability benefits may be terminated. If either party disagrees with the
6 opinion of the independent medical examiner, the party shall apply to
7 the board for a hearing under section 27 of this chapter.

8 (c) An employer is not required to continue the payment of
9 temporary total disability benefits for more than fourteen (14) days
10 after the employer's proposed termination date unless the independent
11 medical examiner determines that the employee is temporarily disabled
12 and unable to return to any employment that the employer has made
13 available to the employee.

14 (d) If it is determined that as a result of this section temporary total
15 disability benefits were overpaid, the overpayment shall be deducted
16 from any benefits due the employee under this section and, if there are
17 no benefits due the employee or the benefits due the employee do not
18 equal the amount of the overpayment, the employee shall be
19 responsible for paying any overpayment which cannot be deducted
20 from benefits due the employee.

21 (e) For disablements occurring on and after April 1, 1951, and prior
22 to July 1, 1971, from occupational disease resulting in temporary total
23 disability for any work there shall be paid to the disabled employee
24 during such temporary total disability a weekly compensation equal to
25 sixty percent (60%) of the employee's average weekly wages for a
26 period not to exceed five hundred (500) weeks. Compensation shall be
27 allowed for the first seven (7) calendar days only if the disability
28 continues for longer than twenty-eight (28) days.

29 For disablements occurring on and after July 1, 1971, and prior to
30 July 1, 1974, from occupational disease resulting in temporary total
31 disability for any work there shall be paid to the disabled employee
32 during such temporary total disability a weekly compensation equal to
33 sixty percent (60%) of the employee's average weekly wages, as
34 defined in section 19 of this chapter, for a period not to exceed five
35 hundred (500) weeks. Compensation shall be allowed for the first seven
36 (7) calendar days only if the disability continues for longer than
37 twenty-eight (28) days.

38 For disablements occurring on and after July 1, 1974, and before

1 July 1, 1976, from occupational disease resulting in temporary total
2 disability for any work there shall be paid to the disabled employee
3 during such temporary total disability a weekly compensation equal to
4 sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's average
5 weekly wages, up to one hundred thirty-five dollars (\$135) average
6 weekly wages, as defined in section 19 of this chapter, for a period not
7 to exceed five hundred (500) weeks. Compensation shall be allowed for
8 the first seven (7) calendar days only if the disability continues for
9 longer than twenty-one (21) days.

10 For disablements occurring on and after July 1, 1976, from
11 occupational disease resulting in temporary total disability for any work
12 there shall be paid to the disabled employee during the temporary total
13 disability weekly compensation equal to sixty-six and two-thirds
14 percent ($66\frac{2}{3}\%$) of the employee's average weekly wages, as defined
15 in section 19 of this chapter, for a period not to exceed five hundred
16 (500) weeks. Compensation shall be allowed for the first seven (7)
17 calendar days only if the disability continues for longer than twenty-one
18 (21) days.

19 (f) For disablements occurring on and after April 1, 1951, and prior
20 to July 1, 1971, from occupational disease resulting in temporary
21 partial disability for work there shall be paid to the disabled employee
22 during such disability a weekly compensation equal to sixty percent
23 (60%) of the difference between the employee's average weekly wages
24 and the weekly wages at which the employee is actually employed after
25 the disablement, for a period not to exceed three hundred (300) weeks.
26 Compensation shall be allowed for the first seven (7) calendar days
27 only if the disability continues for longer than twenty-eight (28) days.
28 In case of partial disability after the period of temporary total disability,
29 the later period shall be included as part of the maximum period
30 allowed for partial disability.

31 For disablements occurring on and after July 1, 1971, and prior to
32 July 1, 1974, from occupational disease resulting in temporary partial
33 disability for work there shall be paid to the disabled employee during
34 such disability a weekly compensation equal to sixty percent (60%) of
35 the difference between the employee's average weekly wages, as
36 defined in section 19 of this chapter, and the weekly wages at which the
37 employee is actually employed after the disablement, for a period not
38 to exceed three hundred (300) weeks. Compensation shall be allowed

1 for the first seven (7) calendar days only if the disability continues for
2 longer than twenty-eight (28) days. In case of partial disability after the
3 period of temporary total disability, the latter period shall be included
4 as a part of the maximum period allowed for partial disability.

5 For disablements occurring on and after July 1, 1974, from
6 occupational disease resulting in temporary partial disability for work
7 there shall be paid to the disabled employee during such disability a
8 weekly compensation equal to sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the difference between the employee's average weekly wages,
9 as defined in section 19 of this chapter, and the weekly wages at which
10 he is actually employed after the disablement, for a period not to
11 exceed three hundred (300) weeks. Compensation shall be allowed for
12 the first seven (7) calendar days only if the disability continues for
13 longer than twenty-one (21) days. In case of partial disability after the
14 period of temporary total disability, the latter period shall be included
15 as a part of the maximum period allowed for partial disability.

16 (g) For disabilities occurring on and after April 1, 1951, and prior
17 to April 1, 1955, from occupational disease in the following schedule,
18 the employee shall receive in lieu of all other compensation, on account
19 of such disabilities, a weekly compensation of sixty percent (60%) of
20 the employee's average weekly wage; for disabilities occurring on and
21 after April 1, 1955, and prior to July 1, 1971, from occupational disease
22 in the following schedule, the employee shall receive in addition to
23 disability benefits not exceeding twenty-six (26) weeks on account of
24 said occupational disease a weekly compensation of sixty percent
25 (60%) of the employee's average weekly wages.

26 For disabilities occurring on and after July 1, 1971, and before July
27 1, 1977, from occupational disease in the following schedule, the
28 employee shall receive in addition to disability benefits not exceeding
29 twenty-six (26) weeks on account of said occupational disease a weekly
30 compensation of sixty percent (60%) of his average weekly wages not
31 to exceed one hundred dollars (\$100) average weekly wages, for the
32 period stated for such disabilities respectively.

33 For disabilities occurring on and after July 1, 1977, and before July
34 1, 1979, from occupational disease in the following schedule, the
35 employee shall receive in addition to disability benefits not exceeding
36 twenty-six (26) weeks on account of the occupational disease a weekly
37 compensation of sixty percent (60%) of the employee's average weekly
38

1 wages, not to exceed one hundred twenty-five dollars (\$125) average
2 weekly wages, for the period stated for the disabilities.

3 For disabilities occurring on and after July 1, 1979, and before July
4 1, 1988, from occupational disease in the following schedule, the
5 employee shall receive in addition to disability benefits, not exceeding
6 fifty-two (52) weeks on account of the occupational disease, a weekly
7 compensation of sixty percent (60%) of the employee's average weekly
8 wages, not to exceed one hundred twenty-five dollars (\$125) average
9 weekly wages, for the period stated for the disabilities.

10 For disabilities occurring on and after July 1, 1988, and before July
11 1, 1989, from occupational disease in the following schedule, the
12 employee shall receive in addition to disability benefits, not exceeding
13 seventy-eight (78) weeks on account of the occupational disease, a
14 weekly compensation of sixty percent (60%) of the employee's average
15 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
16 average weekly wages, for the period stated for the disabilities.

17 For disabilities occurring on and after July 1, 1989, and before July
18 1, 1990, from occupational disease in the following schedule, the
19 employee shall receive in addition to disability benefits, not exceeding
20 seventy-eight (78) weeks on account of the occupational disease, a
21 weekly compensation of sixty percent (60%) of the employee's average
22 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
23 average weekly wages, for the period stated for the disabilities.

24 For disabilities occurring on and after July 1, 1990, and before July
25 1, 1991, from occupational disease in the following schedule, the
26 employee shall receive in addition to disability benefits, not exceeding
27 seventy-eight (78) weeks on account of the occupational disease, a
28 weekly compensation of sixty percent (60%) of the employee's average
29 weekly wages, not to exceed two hundred dollars (\$200) average
30 weekly wages, for the period stated for the disabilities.

31 (1) Amputations: For the loss by separation, of the thumb, sixty
32 (60) weeks; of the index finger, forty (40) weeks; of the second
33 finger, thirty-five (35) weeks; of the third or ring finger, thirty
34 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the
35 hand by separation below the elbow, two hundred (200) weeks; of
36 the arm above the elbow joint, two hundred fifty (250) weeks; of
37 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
38 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)

1 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
 2 the knee joint, one hundred fifty (150) weeks; and of the leg
 3 above the knee joint, two hundred (200) weeks. The loss of more
 4 than one (1) phalange of a thumb or toe shall be considered as the
 5 loss of the entire thumb or toe. The loss of more than two (2)
 6 phalanges of a finger shall be considered as the loss of the entire
 7 finger. The loss of not more than one (1) phalange of a thumb or
 8 toe shall be considered as the loss of one-half (1/2) of the thumb
 9 or toe and compensation shall be paid for one-half (1/2) of the
 10 period for the loss of the entire thumb or toe. The loss of not more
 11 than two (2) phalanges of a finger shall be considered as the loss
 12 of one-half (1/2) the finger and compensation shall be paid for
 13 one-half (1/2) of the period for the loss of the entire finger.

14 (2) Loss of Use: The total permanent loss of the use of an arm,
 15 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
 16 as the equivalent of the loss by separation of the arm, hand,
 17 thumb, finger, leg, foot, toe, or phalange and the compensation
 18 shall be paid for the same period as for the loss thereof by
 19 separation.

20 (3) Partial Loss of Use: For the permanent partial loss of the use
 21 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 22 compensation shall be paid for the proportionate loss of the use of
 23 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

24 (4) For disablements for occupational disease resulting in total
 25 permanent disability, five hundred (500) weeks.

26 (5) For the loss of both hands, or both feet, or the total sight of
 27 both eyes, or any two (2) of such losses resulting from the same
 28 disablement by occupational disease, five hundred (500) weeks.

29 (6) For the permanent and complete loss of vision by enucleation
 30 of an eye or its reduction to one-tenth (1/10) of normal vision with
 31 glasses, one hundred fifty (150) weeks, and for any other
 32 permanent reduction of the sight of an eye, compensation shall be
 33 paid for a period proportionate to the degree of such permanent
 34 reduction without correction or glasses. However, when such
 35 permanent reduction without correction or glasses would result in
 36 one hundred percent (100%) loss of vision, but correction or
 37 glasses would result in restoration of vision, then compensation
 38 shall be paid for fifty percent (50%) of such total loss of vision

without glasses plus an additional amount equal to the proportionate amount of such reduction with glasses, not to exceed an additional fifty percent (50%).

(7) For the permanent and complete loss of hearing, two hundred (200) weeks.

(8) In all other cases of permanent partial impairment, compensation proportionate to the degree of such permanent partial impairment, in the discretion of the worker's compensation board, not exceeding five hundred (500) weeks.

(9) In all cases of permanent disfigurement, which may impair the future usefulness or opportunities of the employee, compensation in the discretion of the worker's compensation board, not exceeding two hundred (200) weeks, except that no compensation shall be payable under this paragraph where compensation shall be payable under subdivisions (1) through (8). Where compensation for temporary total disability has been paid, this amount of compensation shall be deducted from any compensation due for permanent disfigurement.

With respect to disablements in the following schedule occurring on and after July 1, 1991, the employee shall receive in addition to temporary total disability benefits, not exceeding one hundred twenty-five (125) weeks on account of the disablement, compensation in an amount determined under the following schedule to be paid weekly at a rate of sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the employee's average weekly wages during the fifty-two (52) weeks immediately preceding the week in which the disablement occurred:

(1) Amputation: For the loss by separation of the thumb, twelve (12) degrees of permanent impairment; of the index finger, eight (8) degrees of permanent impairment; of the second finger, seven (7) degrees of permanent impairment; of the third or ring finger, six (6) degrees of permanent impairment; of the fourth or little finger, four (4) degrees of permanent impairment; of the hand by separation below the elbow joint, forty (40) degrees of permanent impairment; of the arm above the elbow, fifty (50) degrees of permanent impairment; of the big toe, twelve (12) degrees of permanent impairment; of the second toe, six (6) degrees of permanent impairment; of the third toe, four (4) degrees of permanent impairment; of the fourth toe, three (3) degrees of

1 permanent impairment; of the fifth or little toe, two (2) degrees of
2 permanent impairment; of separation of the foot below the knee
3 joint, thirty-five (35) degrees of permanent impairment; and of the
4 leg above the knee joint, forty-five (45) degrees of permanent
5 impairment.

6 (2) Amputations occurring on or after July 1, 1997: For the loss
7 by separation of any of the body parts described in subdivision (1)
8 on or after July 1, 1997, the dollar values per degree applying on
9 the date of the injury as described in subsection (h) shall be
10 multiplied by two (2). However, the doubling provision of this
11 subdivision does not apply to a loss of use that is not a loss by
12 separation.

13 (3) The loss of more than one (1) phalange of a thumb or toe shall
14 be considered as the loss of the entire thumb or toe. The loss of
15 more than two (2) phalanges of a finger shall be considered as the
16 loss of the entire finger. The loss of not more than one (1)
17 phalange of a thumb or toe shall be considered as the loss of
18 one-half (1/2) of the degrees of permanent impairment for the loss
19 of the entire thumb or toe. The loss of not more than one (1)
20 phalange of a finger shall be considered as the loss of one-third
21 (1/3) of the finger and compensation shall be paid for one-third
22 (1/3) of the degrees payable for the loss of the entire finger. The
23 loss of more than one (1) phalange of the finger but not more than
24 two (2) phalanges of the finger shall be considered as the loss of
25 one-half (1/2) of the finger and compensation shall be paid for
26 one-half (1/2) of the degrees payable for the loss of the entire
27 finger.

28 (4) For the loss by separation of both hands or both feet or the
29 total sight of both eyes or any two (2) such losses in the same
30 accident, one hundred (100) degrees of permanent impairment.

31 (5) For the permanent and complete loss of vision by enucleation
32 or its reduction to one-tenth (1/10) of normal vision with glasses,
33 thirty-five (35) degrees of permanent impairment.

34 (6) For the permanent and complete loss of hearing in one (1) ear,
35 fifteen (15) degrees of permanent impairment, and in both ears,
36 forty (40) degrees of permanent impairment.

37 (7) For the loss of one (1) testicle, (10) ten degrees of permanent
38 impairment; for the loss of both testicles, thirty (30) degrees of

- 1 permanent impairment.
- 2 (8) Loss of use: The total permanent loss of the use of an arm, a
3 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
4 considered as the equivalent of the loss by separation of the arm,
5 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
6 shall be paid in the same amount as for the loss by separation.
7 However, the doubling provision of subdivision (2) does not
8 apply to a loss of use that is not a loss by separation.
- 9 (9) Partial loss of use: For the permanent partial loss of the use of
10 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
11 phalange, compensation shall be paid for the proportionate loss of
12 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 13 (10) For disablements resulting in total permanent disability, the
14 amount payable for impairment or five hundred (500) weeks of
15 compensation, whichever is greater.
- 16 (11) For any permanent reduction of the sight of an eye less than
17 a total loss as specified in subdivision (3), the compensation shall
18 be paid in an amount proportionate to the degree of a permanent
19 reduction without correction or glasses. However, when a
20 permanent reduction without correction or glasses would result in
21 one hundred percent (100%) loss of vision, then compensation
22 shall be paid for fifty percent (50%) of the total loss of vision
23 without glasses, plus an additional amount equal to the
24 proportionate amount of the reduction with glasses, not to exceed
25 an additional fifty percent (50%).
- 26 (12) For any permanent reduction of the hearing of one (1) or both
27 ears, less than the total loss as specified in subdivision (4),
28 compensation shall be paid in an amount proportionate to the
29 degree of a permanent reduction.
- 30 (13) In all other cases of permanent partial impairment,
31 compensation proportionate to the degree of a permanent partial
32 impairment, in the discretion of the worker's compensation board,
33 not exceeding one hundred (100) degrees of permanent
34 impairment.
- 35 (14) In all cases of permanent disfigurement which may impair
36 the future usefulness or opportunities of the employee,
37 compensation, in the discretion of the worker's compensation
38 board, not exceeding forty (40) degrees of permanent impairment

1 except that no compensation shall be payable under this
2 subdivision where compensation is payable elsewhere in this
3 section.

4 (h) With respect to disablements occurring on and after July 1,
5 1991, compensation for permanent partial impairment shall be paid
6 according to the degree of permanent impairment for the disablement
7 determined under subsection (d) and the following:

8 (1) With respect to disablements occurring on and after July 1,
9 1991, and before July 1, 1992, for each degree of permanent
10 impairment from one (1) to thirty-five (35), five hundred dollars
11 (\$500) per degree; for each degree of permanent impairment from
12 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
13 degree; for each degree of permanent impairment above fifty (50),
14 one thousand five hundred dollars (\$1,500) per degree.

15 (2) With respect to disablements occurring on and after July 1,
16 1992, and before July 1, 1993, for each degree of permanent
17 impairment from one (1) to twenty (20), five hundred dollars
18 (\$500) per degree; for each degree of permanent impairment from
19 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
20 per degree; for each degree of permanent impairment from
21 thirty-six (36) to fifty (50), one thousand three hundred dollars
22 (\$1,300) per degree; for each degree of permanent impairment
23 above fifty (50), one thousand seven hundred dollars (\$1,700) per
24 degree.

25 (3) With respect to disablements occurring on and after July 1,
26 1993, and before July 1, 1997, for each degree of permanent
27 impairment from one (1) to ten (10), five hundred dollars (\$500)
28 per degree; for each degree of permanent impairment from eleven
29 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
30 each degree of permanent impairment from twenty-one (21) to
31 thirty-five (35), one thousand dollars (\$1,000) per degree; for
32 each degree of permanent impairment from thirty-six (36) to fifty
33 (50), one thousand four hundred dollars (\$1,400) per degree; for
34 each degree of permanent impairment above fifty (50), one
35 thousand seven hundred dollars (\$1,700) per degree.

36 (4) With respect to disablements occurring on and after July 1,
37 1997, and before July 1, 1998, for each degree of permanent
38 impairment from one (1) to ten (10), seven hundred fifty dollars

(\$750) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(5) With respect to disablements occurring on and after July 1, 1998, and before July 1, 1999, for each degree of permanent impairment from one (1) to ten (10), seven hundred fifty dollars (\$750) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(6) With respect to disablements occurring on and after July 1, 1999, for each degree of permanent impairment from one (1) to ten (10), nine hundred dollars (\$900) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand one hundred dollars (\$1,100) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand six hundred dollars (\$1,600) per degree; for each degree of permanent impairment above fifty (50), two thousand dollars (\$2,000) per degree.

(i) The average weekly wages used in the determination of compensation for permanent partial impairment under subsections (g) and (h) shall not exceed the following:

(1) With respect to disablements occurring on or after July 1, 1991, and before July 1, 1992, four hundred ninety-two dollars (\$492).

(2) With respect to disablements occurring on or after July 1, 1992, and before July 1, 1993, five hundred forty dollars (\$540).

(3) With respect to disablements occurring on or after July 1, 1993, and before July 1, 1994, five hundred ninety-one dollars (\$591).

(4) With respect to disablements occurring on or after July 1, 1994, and before July 1, 1997, six hundred forty-two dollars (\$642).

1 (5) With respect to disablements occurring on or after July 1,
2 1997, and before July 1, 1998, six hundred seventy-two dollars
3 (\$672).

4 (6) With respect to disablements occurring on or after July 1,
5 1998, and before July 1, 1999, seven hundred two dollars (\$702).

6 (7) With respect to disablements occurring on or after July 1,
7 1999, and before July 1, 2000, seven hundred thirty-two dollars
8 (\$732).

9 (8) With respect to disablements occurring on or after July 1,
10 2000, seven hundred sixty-two dollars (\$762).

11 (j) If any employee, only partially disabled, refuses employment
12 suitable to his capacity procured for him, he shall not be entitled to any
13 compensation at any time during the continuance of such refusal
14 unless, in the opinion of the worker's compensation board, such refusal
15 was justifiable. The employee must be served with a notice setting forth
16 the consequences of the refusal under this subsection. The notice must
17 be in a form prescribed by the worker's compensation board.

18 (k) If an employee has sustained a permanent impairment or
19 disability from an accidental injury other than an occupational disease
20 in another employment than that in which he suffered a subsequent
21 disability from an occupational disease, such as herein specified, the
22 employee shall be entitled to compensation for the subsequent
23 disability in the same amount as if the previous impairment or
24 disability had not occurred. However, if the permanent impairment or
25 disability resulting from an occupational disease for which
26 compensation is claimed results only in the aggravation or increase of
27 a previously sustained permanent impairment from an occupational
28 disease or physical condition regardless of the source or cause of such
29 previously sustained impairment from an occupational disease or
30 physical condition, the board shall determine the extent of the
31 previously sustained permanent impairment from an occupational
32 disease or physical condition as well as the extent of the aggravation or
33 increase resulting from the subsequent permanent impairment or
34 disability, and shall award compensation only for that part of said
35 occupational disease or physical condition resulting from the
36 subsequent permanent impairment. An amputation of any part of the
37 body or loss of any or all of the vision of one (1) or both eyes caused by
38 an occupational disease shall be considered as a permanent impairment

1 or physical condition.

2 (l) If an employee suffers a disablement from occupational disease
3 for which compensation is payable while the employee is still receiving
4 or entitled to compensation for a previous injury by accident or
5 disability by occupational disease in the same employment, he shall not
6 at the same time be entitled to compensation for both, unless it be for
7 a permanent injury, such as specified in subsection (g)(1), (g)(2),
8 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to
9 compensation for that disability and from the time of that disability
10 which will cover the longest period and the largest amount payable
11 under this chapter.

12 (m) If an employee receives a permanent disability from
13 occupational disease such as specified in subsection (g)(1), (g)(2),
14 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent
15 disability in the same employment the employee shall be entitled to
16 compensation for both such disabilities, but the total compensation
17 shall be paid by extending the period and not by increasing the amount
18 of weekly compensation and, when such previous and subsequent
19 permanent disabilities, in combination result in total permanent
20 disability or permanent total impairment, compensation shall be
21 payable for such permanent total disability or impairment, but
22 payments made for the previous disability or impairment shall be
23 deducted from the total payment of compensation due.

24 (n) When an employee has been awarded or is entitled to an award
25 of compensation for a definite period under this chapter for disability
26 from occupational disease, which disablement occurs on and after April
27 1, 1951, and prior to April 1, 1963, and such employee dies from any
28 other cause than such occupational disease, payment of the unpaid
29 balance of such compensation, not exceeding three hundred (300)
30 weeks, shall be made to the employee's dependents of the second and
31 third class as defined in sections 11 through 14 of this chapter, and
32 compensation, not exceeding five hundred (500) weeks, shall be made
33 to the employee's dependents of the first class as defined in sections 11
34 through 14 of this chapter. When an employee has been awarded or is
35 entitled to an award of compensation for a definite period from an
36 occupational disease wherein disablement occurs on and after April 1,
37 1963, and such employee dies from other causes than such
38 occupational disease, payment of the unpaid balance of such

1 compensation not exceeding three hundred fifty (350) weeks shall be
2 paid to the employee's dependents of the second and third class as
3 defined in sections 11 through 14 of this chapter and compensation, not
4 exceeding five hundred (500) weeks shall be made to the employee's
5 dependents of the first class as defined in sections 11 through 14 of this
6 chapter.

7 (o) Any payment made by the employer to the employee during the
8 period of the employee's disability, or to the employee's dependents,
9 which, by the terms of this chapter, was not due and payable when
10 made, may, subject to the approval of the worker's compensation board,
11 be deducted from the amount to be paid as compensation, but such
12 deduction shall be made from the distal end of the period during which
13 compensation must be paid, except in cases of temporary disability.

14 (p) When so provided in the compensation agreement or in the
15 award of the worker's compensation board, compensation may be paid
16 semimonthly, or monthly, instead of weekly.

17 (q) When the aggregate payments of compensation awarded by
18 agreement or upon hearing to an employee or dependent under eighteen
19 (18) years of age do not exceed one hundred dollars (\$100), the
20 payment thereof may be made directly to such employee or dependent,
21 except when the worker's compensation board shall order otherwise.

22 Whenever the aggregate payments of compensation, due to any
23 person under eighteen (18) years of age, exceed one hundred dollars
24 (\$100), the payment thereof shall be made to a trustee, appointed by the
25 circuit or superior court, or to a duly qualified guardian, or, upon the
26 order of the worker's compensation board, to a parent or to such minor
27 person. The payment of compensation, due to any person eighteen (18)
28 years of age or over, may be made directly to such person.

29 (r) If an employee, or a dependent, is mentally incompetent, or a
30 minor at the time when any right or privilege accrues to the employee
31 under this chapter, the employee's guardian or trustee may, in the
32 employee's behalf, claim and exercise such right and privilege.

33 (s) All compensation payments named and provided for in this
34 section, shall mean and be defined to be for only such occupational
35 diseases and disabilities therefrom as are proved by competent
36 evidence, of which there are or have been objective conditions or
37 symptoms proven, not within the physical or mental control of the
38 employee himself.

1 SECTION 11. IC 22-3-7-32 IS AMENDED TO READ AS
 2 FOLLOWS [EFFECTIVE JULY 1, 1999]: Sec. 32. (a) No proceedings
 3 for compensation under this chapter shall be maintained unless notice
 4 has been given to the employer of disablement arising from an
 5 occupational disease as soon as practicable after the date of
 6 disablement, **subject to the notice requirements for seamen**
 7 **required under IC 22-3-7-9.1.** No defect or inaccuracy of such notices
 8 shall be a bar to compensation unless the employer proves that he is
 9 unduly prejudiced in such proceedings by such defect or inaccuracy.

10 (b) The notice provided for in subsection (a) shall state the name
 11 and address of the employee and the nature and cause of the
 12 occupational disease and disablement or death therefrom, and shall be
 13 signed by the disabled employee, or by someone in his behalf, or by
 14 one (1) or more of the dependents, in case of death, or by some person
 15 in their behalf. Such notice may be served personally upon the
 16 employer or upon any foreman, superintendent, or manager of the
 17 employer to whose orders the disabled or deceased employee was
 18 required to conform or upon any agent of the employer upon whom a
 19 summons in a civil action may be served under the laws of the state or
 20 may be sent to the employer by registered letter, addressed to his last
 21 known residence or place of business.

22 (c) No proceedings by an employee for compensation under this
 23 chapter shall be maintained unless claim for compensation shall be
 24 filed by the employee with the worker's compensation board within two
 25 (2) years after the date of the disablement.

26 (d) No proceedings by dependents of a deceased employee for
 27 compensation for death under this chapter shall be maintained unless
 28 claim for compensation shall be filed by the dependents with the
 29 worker's compensation board within two (2) years after the date of
 30 death.

31 (e) No limitation of time provided in this chapter shall run against
 32 any person who is mentally incompetent or a minor dependent, so long
 33 as he has no guardian or trustee.

34 SECTION 12. IC 22-3-7-34 IS AMENDED TO READ AS
 35 FOLLOWS [EFFECTIVE July 1, 1999]: Sec. 34. (a) Every employer
 36 bound by the compensation provisions of this chapter, except the state,
 37 counties, townships, cities, towns, school cities, school towns, school
 38 townships, other municipal corporations, state institutions, state boards,

1 ~~and~~ state commissions, **and employers holding an owner's license**
 2 **issued under IC 4-33-6** shall insure the payment of compensation to
 3 the employer's employees and their dependents in the manner provided
 4 in this chapter, or procure from the worker's compensation board a
 5 certificate authorizing the employer to carry such risk without
 6 insurance. While that insurance or certificate remains in force, the
 7 employer, or those conducting the employer's business, and the
 8 employer's occupational disease insurance carrier shall be liable to any
 9 employee and the employee's dependents for disablement or death from
 10 occupational disease arising out of and in the course of employment
 11 only to the extent and in the manner specified in this chapter.

12 (b) Every employer who, by election, is bound by the compensation
 13 provisions of this chapter, except those exempted from the provisions
 14 by subsection (a), shall:

15 (1) insure and keep insured the employer's liability under this
 16 chapter in some corporation, association, or organization
 17 authorized to transact the business of worker's compensation
 18 insurance in this state; or

19 (2) furnish to the worker's compensation board satisfactory proof
 20 of the employer's financial ability to pay the compensation in the
 21 amount and manner and when due as provided for in this chapter.

22 In the latter case the board may require the deposit of an acceptable
 23 security, indemnity, or bond to secure the payment of compensation
 24 liabilities as they are incurred.

25 (c) Every employer required to carry insurance under this section
 26 shall file with the worker's compensation board in the form prescribed
 27 by it, within ten (10) days after the termination of the employer's
 28 insurance by expiration or cancellation, evidence of the employer's
 29 compliance with subsection (b) and other provisions relating to the
 30 insurance under this chapter. The venue of all criminal actions under
 31 this section lies in the county in which the employee was last exposed
 32 to the occupational disease causing disablement. The prosecuting
 33 attorney of the county shall prosecute all violations upon written
 34 request of the board. The violations shall be prosecuted in the name of
 35 the state.

36 (d) Whenever an employer has complied with subsection (b)
 37 relating to self-insurance, the worker's compensation board shall issue
 38 to the employer a certificate which shall remain in force for a period

1 fixed by the board, but the board may, upon at least thirty (30) days
2 notice, and a hearing to the employer, revoke the certificate, upon
3 presentation of satisfactory evidence for the revocation. After the
4 revocation, the board may grant a new certificate to the employer upon
5 the employer's petition, and satisfactory proof of the employer's
6 financial ability.

7 (e)(1) Subject to the approval of the worker's compensation board,
8 any employer may enter into or continue any agreement with the
9 employer's employees to provide a system of compensation, benefit, or
10 insurance in lieu of the compensation and insurance provided by this
11 chapter. A substitute system may not be approved unless it confers
12 benefits upon employees and their dependents at least equivalent to the
13 benefits provided by this chapter. It may not be approved if it requires
14 contributions from the employees unless it confers benefits in addition
15 to those provided under this chapter, which are at least commensurate
16 with such contributions.

17 (e)(2) The substitute system may be terminated by the worker's
18 compensation board on reasonable notice and hearing to the interested
19 parties, if it appears that the same is not fairly administered or if its
20 operation shall disclose latent defects threatening its solvency, or if for
21 any substantial reason it fails to accomplish the purpose of this chapter.
22 On termination, the board shall determine the proper distribution of all
23 remaining assets, if any, subject to the right of any party in interest to
24 take an appeal to the court of appeals.

25 (f)(1) No insurer shall enter into or issue any policy of insurance
26 under this chapter until its policy form has been submitted to and
27 approved by the worker's compensation board. The board shall not
28 approve the policy form of any insurance company until the company
29 shall file with it the certificate of the insurance commissioner showing
30 that the company is authorized to transact the business of worker's
31 compensation insurance in Indiana. The filing of a policy form by any
32 insurance company or reciprocal insurance association with the board
33 for approval constitutes on the part of the company or association a
34 conclusive and unqualified acceptance of each of the compensation
35 provisions of this chapter, and an agreement by it to be bound by the
36 compensation provisions of this chapter.

37 (f)(2) All policies of insurance companies and of reciprocal
38 insurance associations, insuring the payment of compensation under

1 this chapter, shall be conclusively presumed to cover all the employees
2 and the entire compensation liability of the insured under this chapter
3 in all cases in which the last day of the exposure rendering the
4 employer liable is within the effective period of such policy.

5 (f)(3) Any provision in any such policy attempting to limit or modify
6 the liability of the company or association insuring the same shall be
7 wholly void.

8 (f)(4) Every policy of any company or association shall be deemed
9 to include the following provisions:

10 "(A) The insurer assumes in full all the obligations to pay
11 physician's fees, nurse's charges, hospital supplies, burial
12 expenses, compensation or death benefits imposed upon or
13 accepted by the insured under this chapter.

14 (B) This policy is subject to the provisions of this chapter relative
15 to the liability of the insured to pay physician's fees, nurse's
16 charges, hospital services, hospital supplies, burial expenses,
17 compensation or death benefits to and for such employees, the
18 acceptance of such liability by the insured, the adjustment, trial
19 and adjudication of claims for such physician's fees, nurse's
20 charges, hospital services, hospital supplies, burial expenses,
21 compensation, or death benefits.

22 (C) Between this insurer and the employee, notice to or
23 knowledge of the occurrence of the disablement on the part of the
24 insured (the employer) shall be notice or knowledge thereof, on
25 the part of the insurer. The jurisdiction of the insured (the
26 employer) for the purpose of this chapter is the jurisdiction of this
27 insurer, and this insurer shall in all things be bound by and shall
28 be subject to the awards, judgments and decrees rendered against
29 the insured (the employer) under this chapter.

30 (D) This insurer will promptly pay to the person entitled to the
31 same all benefits conferred by this chapter, including all
32 physician's fees, nurse's charges, hospital services, hospital
33 supplies, burial expenses, and all installments of compensation or
34 death benefits that may be awarded or agreed upon under this
35 chapter. The obligation of this insurer shall not be affected by any
36 default of the insured (the employer) after disablement or by any
37 default in giving of any notice required by this policy, or
38 otherwise. This policy is a direct promise by this insurer to the

1 person entitled to physician's fees, nurse's charges, fees for
2 hospital services, charges for hospital services, charges for
3 hospital supplies, charges for burial, compensation, or death
4 benefits, and shall be enforceable in the name of the person.

5 (E) Any termination of this policy by cancellation shall not be
6 effective as to employees of the insured covered hereby unless at
7 least thirty (30) days prior to the taking effect of such
8 cancellation, a written notice giving the date upon which such
9 termination is to become effective has been received by the
10 worker's compensation board of Indiana at its office in
11 Indianapolis, Indiana.

12 (F) This policy shall automatically expire one (1) year from the
13 effective date of the policy, unless the policy covers a period of
14 three (3) years, in which event, it shall automatically expire three
15 (3) years from the effective date of the policy. The termination
16 either of a one (1) year or a three (3) year policy, is effective as to
17 the employees of the insured covered by the policy."

18 (f)(5) All claims for compensation, nurse's charges, hospital
19 services, hospital supplies, physician's fees, or burial expenses may be
20 made directly against either the employer or the insurer or both, and the
21 award of the worker's compensation board may be made against either
22 the employer or the insurer or both.

23 (f)(6) If any insurer shall fail to pay any final award or judgment
24 (except during the pendency of an appeal) rendered against it, or its
25 insured, or, if it shall fail to comply with this chapter, the worker's
26 compensation board shall revoke the approval of its policy forms, and
27 shall not accept any further proofs of insurance from it until it shall
28 have paid the award or judgment or complied with this chapter, and
29 shall have resubmitted its policy form and received the approval of the
30 policy by the industrial board.

31 (g) No policy of insurance covering the liability of an employer for
32 worker's compensation shall be construed to cover the liability of the
33 employer under this chapter for any occupational disease unless the
34 liability is expressly accepted by the insurance carrier issuing the
35 policy and is endorsed in that policy. The insurance or security in force
36 to cover compensation liability under this chapter shall be separate
37 from the insurance or security under IC 22-3-2 through IC 22-3-6. Any
38 insurance contract covering liability under either part of this article

1 need not cover any liability under the other.

2 (h) For the purpose of complying with subsection (b), groups of
3 employers are authorized to form mutual insurance associations or
4 reciprocal or interinsurance exchanges subject to any reasonable
5 conditions and restrictions fixed by the department of insurance. This
6 subsection does not apply to mutual insurance associations and
7 reciprocal or interinsurance exchanges formed and operating on or
8 before January 1, 1991, which shall continue to operate subject to the
9 provisions of this chapter and to such reasonable conditions and
10 restrictions as may be fixed by the worker's compensation board.

11 (i) Membership in a mutual insurance association or a reciprocal or
12 interinsurance exchange so proved, together with evidence of the
13 payment of premiums due, is evidence of compliance with subsection
14 (b).

15 (j) Any person bound under the compensation provisions of this
16 chapter, contracting for the performance of any work exceeding one
17 thousand dollars (\$1,000) in value, in which the hazard of an
18 occupational disease exists, by a contractor subject to the compensation
19 provisions of this chapter without exacting from the contractor a
20 certificate from the worker's compensation board showing that the
21 contractor has complied with subsections (a), (b), and (c), shall be
22 liable to the same extent as the contractor for compensation, physician's
23 fees, hospital fees, nurse's charges, and burial expenses on account of
24 the injury or death of any employee of such contractor, due to
25 occupational disease arising out of and in the course of the
26 performance of the work covered by such contract.

27 (k) Any contractor who sublets any contract for the performance of
28 any work to a subcontractor subject to the compensation provisions of
29 this chapter, without obtaining a certificate from the worker's
30 compensation board showing that the subcontractor has complied with
31 subsections (a), (b), and (c), is liable to the same extent as the
32 subcontractor for the payment of compensation, physician's fees,
33 hospital fees, nurse's charges, and burial expense on account of the
34 injury or death of any employee of the subcontractor due to
35 occupational disease arising out of and in the course of the
36 performance of the work covered by the subcontract.

37 (l) A person paying compensation, physician's fees, hospital fees,
38 nurse's charges, or burial expenses, under subsection (j) or (k), may

1 recover the amount paid or to be paid from any person who would
2 otherwise have been liable for the payment thereof and may, in
3 addition, recover the litigation expenses and attorney's fees incurred in
4 the action before the worker's compensation board as well as the
5 litigation expenses and attorney's fees incurred in an action to collect
6 the compensation, medical expenses, and burial expenses.

7 (m) Every claim filed with the worker's compensation board under
8 this section shall be instituted against all parties liable for payment.
9 The worker's compensation board, in an award under subsection (j),
10 shall fix the order in which such parties shall be exhausted, beginning
11 with the immediate employer and, in an award under subsection (k),
12 shall determine whether the subcontractor has the financial ability to
13 pay the compensation and medical expenses when due and, if not, shall
14 order the contractor to pay the compensation and medical expenses.

15 **(n) An employer holding an owner's license issued under**
16 **IC 4-33-6 shall procure a certificate authorizing the employer to**
17 **carry the risk without insurance from the worker's compensation**
18 **board. The employer holding a license issued under IC 4-33-6 is**
19 **liable for payment of disability compensation under IC 22-3-7 only**
20 **when the employee has completed and filed a notice to receive**
21 **disability compensation under IC 22-3-7 in the manner provided**
22 **in IC 22-3-7-9.1."**

23 Renumber all sections consecutively.

(Reference is to HB 1030 as introduced.)

and when so amended that said bill do pass.

Representative Liggett